

FORM BXA-621P
(REV 10-89)U.S. DEPARTMENT OF COMMERCE
BUREAU OF EXPORT ADMINISTRATION

THIS SPACE FOR BXA USE

903031

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
SINGLE TRANSACTION

(For reporting requests described in Part 769 of the Export Administration Regulations)

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of commodities or technical data supplied in Item 11 of this report and in any accompanying documents. If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.

You can obtain this protection by certifying, in Item 10 of the report, that disclosure of the information referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 10, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 11 of the inspection copy of the report form and from the public inspection copies of the accompanying documents.

The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

A		BATCH		27		5	
1		2		3		4	
MONTH/YEAR		6		9		10	
RSN		10		15		SUBSET	
16		17		18		27	
RTP		28		FILING		55	
TAG		70		80			

This report required by law (50 U.S.C. App. §2407 (b) (2) P.L. 96-72; E.O. 12214; 15 C.F.R. Part (769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

Instructions: 1. Complete all items that apply. 2. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 3. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 10, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the bottom of the Duplicate "Public Inspection Copy" of the report form relating to Item 11.

Public reporting for this collection of information is estimated to average one hour per request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503

1a. Identify firm submitting this report:

Name: **Parsons Engineering Science,**
Address: **100 W. Walnut Street Inc.**
City, State and ZIP: **Pasadena, CA 91124**
Country (if other than USA):
Telephone: **(626) 440-6000**
Firm Identification No. (if known): **174376**

Specify firm type:

- ☐ Exporter
☐ Bank
☐ Forwarder
☐ Carrier
☐ Insurer
☒ Other

1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)
☐ Resubmission of a deficient report returned by BXA (attach form letter that was returned with deficient report)
☐ Report on behalf of the person identified in Item 2
☐ Dual report on behalf of self and the person identified in Item 2

2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled Foreign subsidiary, exporter, beneficiary):

Name:
Address:
City, State and ZIP:
Country (if other than USA):
Type of firm: (see list in Item 1a)
Firm Identification No. (if known):

Identify exporting firm, unless same as Item 1a or 2:

Name:
Address:
City, State and ZIP:
Country (if other than USA):
Firm Identification No. (if known):

4. (a) Name of boycotting country from which request originated:

Dubai, U.A.E.

(b) Name of country directing inclusion of request, if different from (a) above:

43-44

5. Name of country or countries against which request is directed:

Israel

45-46

6. Reporting firm's reference number (e.g., letter of credit, customer order, invoice):

P270FZ

71-77

7. Date firm received request: (use digits for month/day/year)

9/10/98

47-52

8. Specify type(s) of document conveying the request:

- ☐ Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)
☐ Unwritten, not otherwise provided for (make transcript of request and submit copies)

53-54

- ☐ Letter of credit
☐ Requisition/purchase order/accepted contract/shipping instruction
☒ Bid invitation/tender/proposal/trade opportunity
☐ Questionnaire (not related to a particular dollar value transaction)
☐ Other written (specify)

Submit two copies of each document or relevant page in which the request appears

9. Decision on request: (Check one)

- ☒ Have not taken and will not take the action requested.
☐ Have taken or will take the action requested.
☐ Have taken or will take the action requested and claim it is subject to a grace period (attach detailed explanation).

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- ☐ Have taken or will take the action requested but in a modified form (attach detailed explanation).
☐ Unable to report ultimate decision on the request at this time and will inform the Bureau of Export Administration of the decision within ten days after decision is made.

Additional Information: The firm submitting this report may, if it so desires, state on a separate sheet any additional information relating to the request reported or the response to that request. This statement will constitute a part of the report and will be made available for public inspection and copying, subject to the right to protect certain confidential information from disclosure described in Item 10.

10. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign below)

1. ☒ I (We) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:
☐ Item 11 below (If you check this box, be sure to remove the bottom of the Duplicate (Public Inspection Copy) of the report form relating to Item 11.)
☒ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (We) request that it be kept confidential.
2. ☐ I (we) authorize public release of all information contained in the report and in any attached documents. I (We) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

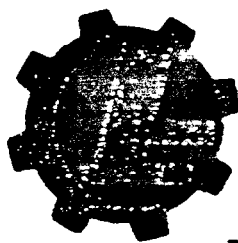
Sign here in ink

Type or print

Brian S. BoonDate **1/7/99**

Government of Dubai
Ali Free Zone Authority

P.O. Box 17000, Dubai - U.A.E.
Tel. : 971 - 4 - 815000
Tlx. : 47398 DPA EM
Fax : 971 - 4 - 815227



DATE : 17/09
TIME : 1:20
سلطة المنطقة الحرة
حكومة دبي

ص ب : رقم ١٧٠٠٠ دبي - ا.ع.م.
تليفون : ٩٧١ - ٤ - ٨١٥٠٠٠
تلكس : ٤٧٣٩٨ دى بي ايه ام
فاكس : ٩٧١ - ٤ - ٨١٥٢٢٧

Ref: P270FZ/PP/1767/RG
19th September, 1998

Telefax No: 04-345921/02-454210)

M/s. Parsons Engineering Science, Inc.
P. O. Box: 9123
Dubai, U.A.E.

Attention: Mr. Kenneth J. Deagon

Dear Sir,

TO	SEEN
R.P.R	
M.IB	nd
KJD	
FILE	
JAFZA	

SUB: (P270FZ) ROAD AND IRRIGATION WORKS STP 4 + 5
Additional Design Work, Preparation of Tender
Documents and Supervision of Contract Works.

3 OCT 1998

Further to your letter reference RPR/sm/1174/JAFZA of 31.08.98, we confirm our acceptance of your revised offer of **Dhs. 23,328.00 (Dirhams Twenty Three Thousand Three hundred and Twenty Eight -Only)**, to prepare design drawings for access roads at the above plot and for the preparation of documentation and management of the tender process, based on these designs and those funded under our P224FZ Agreement (Ref your letter LMJ/gjb/A006 of 21.09.97).

We also confirm our acceptance of your fee of Dhs. 25,384.00 for supervision of the works, reference your letter LMJ/gjb/A006 of 21.09.97 (table 3c)

We regard to the above we now enclose a first draft of the Consultancy Agreement, which requires the following action from you:-

- (1) Provision of rates for Additional Works - Schedule 3(3).
- (2) Provision of Schedule 4. Engineering Programme.
- (3) Provision of Schedule 5. Broker's Confirmation.

Your urgent action is requested, in order to finalise the Agreement without undue delay.

Yours faithfully,

Anwar A Badri
Anwar A Badri
Senior Manager - Projects
Civil Engineering Dept.

cc : DR. SMG/PAH/PP/NI

- Please note all further correspondence on this matter should be addressed to.
- Mr. Paul Paigge - Contracts Engineer



CONSULTANCY AGREEMENT

BETWEEN

JEBEL ALI FREE ZONE AUTHORITY

AND

PARSONS ENGINEERING SCIENCE, INC.

FOR

**CONSULTANCY SERVICES FOR
ACCESS ROADS AND IRRIGATION WORKS AT**

STP 4 + 5

(PROJECT REF.P270FZ)

(September 1995-Rev. 1)

- (a) if such a change is a deletion of any item from the scope of the Project regard shall be had in such negotiations to any work already performed by the Consulting Engineer in relation to such item and any work which the Consulting Engineer will no longer be required to perform due to the deletion of such item; and
- (b) if such change is an addition of any item to the scope of the Project regard shall be had in such negotiations to any further work which the Consulting Engineer will be required to perform in relation to such additional item.

12. INFORMATION AND DOCUMENTS

- 12.1 The Consulting Engineer shall at all times keep the Employer fully informed as to its progress in the performance of the Services and shall promptly make available and deliver to the Employer all such information, data, drawings and documents in relation thereto as the Employer may from time to time request.
- 12.2 All reports, working papers, drawings, designs, plans, specifications and other documents of whatsoever nature prepared by the Consulting Engineer in the performance of the Services shall become the property of the Employer upon request. The Consulting Engineer may however retain copies for its own internal use.
- 12.3 All reports, working papers, drawings, designs, plans, specifications and other documents of whatsoever nature relating to the Project given to the Consulting Engineer by the Employer shall remain the property of the Employer and shall be returned to the Employer upon request.

13. COMPLIANCE WITH LAWS

- 13.1 The Consulting Engineer shall in the performance of the Services comply with and shall use its best endeavours to procure that its personnel comply with all laws, orders, statutes, by-laws, regulations and other provisions having the force of law in the Emirate of Dubai (including without limitation those concerning the boycott of Israel and all relevant Municipality regulations covering the registration and licensing of the Consulting Engineer). The Consulting Engineer shall hold the Employer fully and effectively indemnified against any liabilities or expenses which the Employer may incur as a result of any failure by the Consulting Engineer or its personnel to comply as aforesaid.

14. EFFECTIVE DATE

- 14.1 This Agreement shall be deemed to be effective on and with effect from the date specified in Schedule 1. All rights and obligations between the Employer and the Consulting Engineer which have arisen and been incurred in respect of the Project under any arrangements between the parties prior to the date of this Agreement shall be cancelled and superseded by those deemed to have arisen or been incurred hereunder prior to the date hereof. Accordingly, forthwith after the date hereof, each of the parties shall take all such action as may be necessary to give effect to such cancellation and supersession of such rights and obligations.

The sender of any notice or other communication by facsimile shall forthwith confirm the same by prepaid letter but the failure of the addressee to receive such prepaid letter shall not prejudice the effectiveness of such facsimile.

21. **LANGUAGE**

This Agreement has been prepared and agreed in the English language and all documents delivered hereunder or in connection herewith shall also be in the English language

22. **GOVERNING LAW AND SETTLEMENT OF DISPUTES**

22.1 This Agreement shall be governed by and construed in accordance with the laws of and applicable in the Emirate of Dubai.

22.2 In the event that there is any dispute between the Employer and the Consulting Engineer concerning this Agreement or any term, condition or provision hereof, or concerning the Services, or as to what is fair and reasonable in any particular circumstances, either party may give written notice to the other specifying in detail the matter or thing disputed and requiring that such dispute be considered as a dispute within this Clause. After service of such notice the parties shall endeavour to settle the matter by mutual negotiation and agreement.

If the parties fail to settle the matter within 30 days after service of such notice, any dispute or differences between the parties arising out of or in connection with these conditions shall be submitted to arbitration in Dubai before a single arbitrator. Within 30 days after service of notice specifying the subject matter of the dispute or difference the parties shall jointly appoint the Arbitrator but if, by the end of that period, they have been unable to agree on any such joint appointment, the Arbitrator shall in the application of either party be appointed by the President of the Dubai Chamber of Commerce and Industry, or by a person designated by him. In either event the Arbitrator shall be a Dubai resident partner of a major firm of internationally recognised accountants.

The arbitration shall be conducted in the English and Arabic Language and in accordance with such procedures as the Arbitrator agrees provided that no such procedures shall be contrary to any law or procedures for the time being in force in the Emirate of Dubai. The costs of the arbitration shall form an issue between the parties and be borne as provided in the arbitration award.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed the day and year first above written.

For and on behalf of
JEBEL ALI FREE ZONE AUTHORITY
SULTAN AHMED BIN SULAYEM

For and on behalf of
PARSONS ENGINEERING SCIENCE, INC.
KENNETH J. DEAGON